

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

JOHN PROKOP,	)	CASE NO: 1:22CV2153
	)	
Pro Per Plaintiff,	)	
Vs.	)	JUDGE: DONALD C. NUGENT
	)	
CROSSCOUNTRY MORTGAGE, LLC,	)	
	)	
Defendant.	)	
	)	
	)	

**PLAINTIFF'S AMENDED COMPLAINT**

Claimant, John Prokop (hereinafter referred to as "Plaintiff"), hereby file(s) this, via Pro Per submission their Verified Complaint for Damages with Demand for Trial by Jury against Defendant CROSSCOUNTRY MORTGAGE LLC. (hereinafter referred to as "Defendant" or "Defendants"), and in support of the claims herein state as follows:

1. This is an action for money damages in excess of \$15,000.
2. At all times material to this lawsuit. Plaintiff was a resident of Lake County, Ohio
3. At all times material to this lawsuit. CROSSCOUNTRY MORTGAGE LLC. was doing business in Lake County, Ohio.
4. All acts necessary or precedent to bringing of this lawsuit occurred or accrued in Lake County, Ohio.
5. This Court has jurisdiction.

**GENERAL FACTUAL ALLEGATIONS**

6. The Plaintiff has a mortgage with the Defendant.
7. The defendant alleges that they loaned the plaintiff money and the plaintiff owes CCM an obligation.
8. It has come to the attention of the plaintiff (alleged borrower) that there is reason to believe that the alleged lender (defendant) is not the holder in due course of the borrowers

WITHOUT PREJUDICE, UCC1-308 (old UCC 1-207.4). This man (or woman) reserves all this man's (or woman's) rights not to be compelled to perform under any commercial contract or agreement that this man (or woman) did not enter knowingly, voluntarily, or intentionally. This man (or woman) did not and does not accept the liability of any compelled benefits offered or any unrevealed, non-disclosed commercial contract or agreement offered. All offers accepted pursuant to 40 STAT 411, Section 7(e) and 50 U.S.C. 4305(B)(2).

This is a legal permanent fixture and part of every page of this CLAIM PETITION in this Court of Record in Exclusive Common Law of England that shall be read and considered in every COURT pursuant to all Laws. NON-ASSUMPTIVE. WITHOUT RECOURSE, UCC 1-103.6.

BY:



promissory note and/or may have breached the agreement concerning the above referenced, alleged loan or loan of credit.

9. Since the borrower paid money in the form of a promissory note to the lender to perform according to the loan agreement the borrower (plaintiff) has requested Adequate Assurance Of Due Performance pursuant to UCC 2-609 and the FDCPA 1601-1692 received by the defendant on 9-12-22 and 10-14-22. See exhibit 2, 5 and 6
10. The defendant failed and refused to respond pursuant to UCC 2-609 and 15 U.S.C 1692 until the plaintiff receives such assurance he may suspend any performance for which he has not already received the agreed return. So the plaintiff stopped paying on the mortgage.
11. The defendant never responded with Adequate Assurance Of Due Performance / Validation within 30 days as required by law therefore ending the alleged agreement. At all relevant times herein, The defendant CCM was a company engaged in the business of banking and interstate commerce and entering into contracts with consumers. CCM regularly lends alleged loans and attempts to enforce obligations against debts. Therefore must abide by the Uniform commercial code (UCC) and the FDCPA
12. The claimant alleges that the defendant did **not** follow GAAP (generally accepted accounting principles). See exhibit (5-6 to 5-11)
13. Under the truth an lending act 15 U.S.C 1601-1667j (full disclosure) the plaintiff has the right know all the details of the alleged agreement. Exhibit (7-1 to 7-2)
14. The claimant alleges that the defendant is not the holder in due course (UCC 3-302) of the alleged promissory note and that the loan agreement was stolen and forged, thus ending any claim the defendant has against the plaintiff. See exhibit (5-17 to 5-19)
15. The defendant continued to collect on a debt without providing Adequate Assurance Of Due Performance/Validation pursuant to UCC 2-609 even after receiving the plaintiffs notice and demand pursuant to the FDCPA 15 U.S.C. 1601-1692 and notice of alleged loan dispute. See exhibit (5-6 to 5-11) and (5-12 to 5-16).

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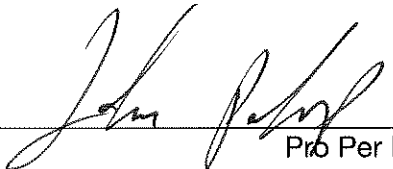
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16. The defendant continued to send statements, letters demanding payments and phone calls demanding payment. Also reported negatively on the credit report. All are violations of the FDCPA and subject to \$1,000 fine per violation. See Exhibit 8-1, 8-2, 9, 10
17. Since the defendant did not provide Adequate Assurance Of Due Performance ending any claim CCM has against the plaintiff. Makes CCM nothing more than a third party debt collector and must abide by the FDCPA Ceasing any and all collections until validation is made within 30 days.
18. As a direct and proximate result of the defendants "false, deceptive, and misleading representation in connection with the collection of this alleged obligation and unfair practices violated the plaintiff's common law rights codified pursuant the uniform commercial code (UCC), and the FDCPA 1601-1692 The Plaintiff suffered damages to the extent of the original amount of the alleged debt.

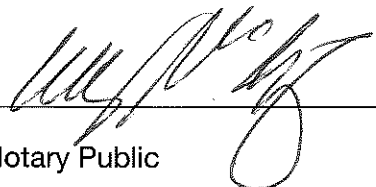
WHEREFORE Pro Per Plaintiff demands judgement for money damages against CROSSCOUNTRY MORTGAGE LLC. Together with such other and further relief as the court may deem reasonable and just under the circumstances.

  
Pro Per Plaintiff

STATE OF OHIO

COUNTY OF LAKE

BEFORE ME personally appeared John Prokop who, being by me first duly sworn and personally known to me or identified in accordance with Ohio Law, executed the forgoing in my presence the date herein above appearing

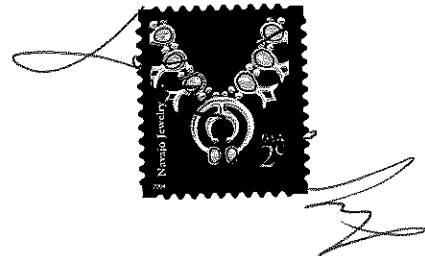
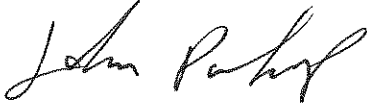
  
Notary Public

**KELLY MCGARRY**  
Notary Public, State of Ohio  
My Commission Expires: 7/27/25  
Recorded in Lake County

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)  
) JUDGE: DONALD C. NUGENT  
)  
)  
)  
)  
)

**VERIFICATION FOR AMENDED COMPLAINT**

STATE OF OHIO

COUNTY OF LAKE

BEFORE ME personally appeared John Prokop who, being by me first duly sworn and identified in accordance with Ohio law, deposes and says:

1. My name is John Prokop, Pro Per Plaintiff herein.
2. I have read and understood the attached foregoing Motion filed herein, and each fact alleged therein is true and correct of my own personal knowledge.

FURTHER THE PRO PER PLAINTIFF SAYETH NAUGHT.

  
\_\_\_\_\_  
John Prokop, Pro Per Plaintiff

SWORN TO and subscribed before me this 15<sup>th</sup> day of December 2022.

  
\_\_\_\_\_  
Notary Public

My commission expires:

KELLY MCGARRY  
Notary Public, State of Ohio  
My Commission Expires: 7/27/25  
Recorded in Lake County

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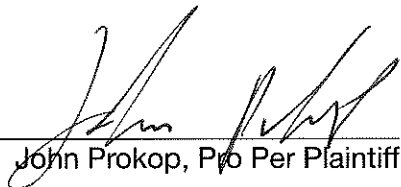




**CERTIFICATE OF SERVICE**

UNDER PENALTIES OF PERJURY the undersigned John Prokop declares that he provided a copy hereof to the defendants counsel Kevin W. Kita, by US Certified Mail # 7013 1710 0001 0292 2231, posted this 17 day of Dec 2022 to:

Kevin W. Kita (0088029)  
1301 East 9th Street  
3600 Erie View Tower  
Cleveland, Ohio 44114  
Phone: 216-928-2200  
Fax: 216-928-4400  
Email: kkita@sutter-law.com

  
\_\_\_\_\_  
John Prokop, Pro Per Plaintiff

STATE OF OHIO

COUNTY OF LAKE

BEFORE ME personally appeared John Prokop who, being by me first duly sworn and personally known to me or identified in accordance with Ohio Law, executed the forgoing in my presence the date herein above appearing.

  
\_\_\_\_\_  
Notary Public

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Notary Public, State of Ohio  
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BY:

*John P. Kelly*

